IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

PATTY BEALL, MATTHEW

MAXWELL, TALINA MCELHANY AND

KELLY HAMPTON, individually
and on behalf of all other similarly situated;

Plaintiffs,

Plaintiffs,

\$
2:08-cv-422 TJW

\$

TYLER TECHNOLOGIES, INC. AND

EDP ENTERPRISES, INC.

Defendants.

BUSINESS RECORDS DECLARATION OF ROBERT J. SANSONE

I declare, under penalty of perjury and pursuant to 28 U.S.C. § 1746, that the following is true and correct:

- 1. My name is Robert J. Sansone. I am of sound mind, over the age of 21, have never been convicted of a felony, and am fully authorized and competent to make this Declaration. The facts and statements contained in this Declaration are made on the basis of my personal knowledge, and are true and correct.
- 2. I am employed with Tyler Technologies, Inc. ("Tyler"). Specifically, I am the Vice President of Human Resources at Tyler Technologies. In this capacity, I am a custodian or records for certain personnel related documents and information. I certify that the documents attached hereto are copies of Tyler's business records with Bates number and/or Exhibit numbers added for the purpose of identification only.
- 3. The documents attached hereto are business records that were made at or near the time of the occurrence of the matters set forth therein, by or from information transmitted by a

person with knowledge of those matters. The documents attached hereto are kept in the regular course of Tyler's business.

4. It is the regular practice of Tyler to make and maintain these records. The records attached hereto are true and correct Bate labeled and/or Exhibit labeled duplicates of the original.

Executed this 4th day of January, 2011 in Falmouth, Maine.

ROBERT J. SANSONE

Tyler Technologies Inc. f and Obststont the product of the second of t

141-2 Avenue Worlds Aman, Sente 185 - Considering a fit Marks - Letter Six a PH Lindau Connections

Tony Dodd 6407 Elkhart Avenue Lubbock, TX 79424

September 21, 2007

Dear Tony,

We are pleased to offer you a position with Tyler Technologies Eagle Division as an "Implementation Specialist" in the Recording Division. We considered a number of factors when making this offer, including your experience, ability to work with others, education, and willingness to learn. Based on these factors and others, we would like to employ you at a rate of \$4,166.66 per month, the equivalent of \$50,000.00 annually. Additionally, your position qualifies for the Implementation Specialist Incentive Plan, which I reviewed with you as part of the interview process. Your employment is contingent upon satisfactory completion of expectations set forth in your job description and tasks as assigned by your manager. Your performance will be reviewed with periodic performance planning and review sessions at 30, 60, 90 and 180 days, and annually thereafter.

Your job duties may vary according to the needs of Tyler. If you accept this offer, I will be your direct supervisor. Although your focus will be Recording projects, you will work closely with all other managers and employees and on assignments in both the Recording Division and other Divisions.

Your working hours may vary depending upon the needs of Tyler, our customers and the demands of ongoing projects, but will generally correspond to standard business hours. Your work location will be your home office.

On the following pages is a summary of the employment benefits offered by Tyler Technologies.

Please understand that this letter is not a contract. It is intended as an offer of employment and may be rescinded at any time. The offer is subject to satisfactory completion of pre-employment background checks. Please note also that hiring of non-U.S. citizens could subject Tyler to export rules and/or other requirements. If by hiring you, Tyler would deem it necessary to apply for an export permit or other permits or approvals, this offer would be subject to Tyler obtaining those items. In addition, please understand that should you join Tyler, unless we establish a written contract with you, you will be an employee at will. Just as you are free to leave your employment with Tyler at any time, Tyler may terminate your employment at any time for any reason or for no reason at all, subject to legal restrictions. Finally, please be aware that all employment conditions outlined in this letter are subject to change at the sole discretion of Tyler.

Tyler is an exciting, challenging and growing company. I believe that you will make great contributions here and I look forward to working with you.

Sincerely.

Scott Helle

Recording & Implementation Manager

Jony Oodol

Digitally signed by Tony Dodd DN: cn=Tony Dodd, c=US. email=techspecguy@yahoo.com
Date: 2007.09.24 10:12:09 -05'00' Date: 09-24-07

DEPOSITION **EXHIBIT**

January 17, 2007

CONFIDENTIAL

Linda Carrington 305 High Brook Drive Richardson, TX 75080

Dear Linda:

We are pleased to extend to you an offer for the position of Software Implementation Specialist and are excited about the prospect of you joining us at Tyler Technologies. We believe that your background and talents will allow you to make a significant contribution within our organization.

In this position your starting compensation will \$1,577 by-weekly, which is equivalent to an annual amount of \$41,000. You may be eligible for a six-month performance review which might lead to increases in your compensation.

As a new employee of Tyler Technologies, you will be eligible to participate in our complete benefits package, which includes company paid medical insurance and prescription drug coverage, dental insurance, and term life insurance. You will also have the opportunity to benefit from the company's growth through participation in our 401(k) plan and Employee Stock Purchase Plan (ESPP).

Tyler Technologies has experienced steady and consistent growth over the years. Recent mergers and acquisitions have further enhanced this growth and provides challenging new opportunities for our entire staff. We welcome the opportunity to have you participate in this growth by becoming an integral part of our future.

If you have any questions about this offer, please give me a call at 972-713-3770.

Sincerely,

TYLER TECHNOLOGIES

Jim McMain HR Recruiter Plano Office



Tyler Technologies, inc.

70 US Route One Falmouth, Maine 04105 Phone 800.772.2260 Fax 207.781.2459 tylertech.com

June 7, 2007

Ms Amy R Dunn PO Box 227 Orland, ME 04472



Dear Amy:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist reporting to Shawn Gaudreau in the Implementation Department pending satisfactory completion of your background check. Your salary expressed on an annual basis will be \$45,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Amy, and look forward to working with you.

Sincerely.

Robert J. Sansone

Director of Human Resources

Accepted and agreed:

Amy R Dunn

Date.

Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form (I-9)

Tyler Technologies, Inc. MUNIS Division

370 US Route One

Falmouth, ME 04105

Tel: 207-781-2260

www.tyler-munis.com



June 24 2005

Ms. Sandra S. Dunning 5413 North 10th St Tacoma, WA 98406

Dear Sandy:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist in the Implementation Department. Your salary expressed on an annual basis will be \$44,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Sandy, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Accepted and agreed:

Sandra S. Dunning

Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

INS Notice and Form

370 US Route 1 Falmouth, ME 04105 207-781-2260 207-781-3585 Fax

November 17, 1998

Ms. Betty J. Dupree 16 Edgewood Street Worcester, MA 01602

Dear Betty:

I am very pleased to confirm our amended verbal offer of employment to you for the position of Implementation Specialist, in the Northeast Region Implementation Department. Your salary expressed on an annual basis will be \$38,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the CCS Employee Incentive Plan and CCS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Computer Center Software also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

Computer Center Software is making a commitment to you that involves a significant investment. As an indication of our commitment, we guarantee your employment for a minimum of one year, provided of course, that you make a good faith effort. We are asking that you, in turn, make a similar commitment. By signing below you accept this employment offer and agree to remain with the Company for at least one year.





We believe you will make a fine addition to our company, Betty, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director-Human Resources

Accepted and agreed:

Betty J. Dupree

Date

Enclosures:

Employee Incentive Plan

Implementation Incentive Plan

Benefit Plans

INS Notice and Form

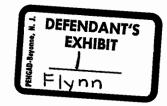


Tyler Technologies, inc.

370 US Route One Falmouth, Maine 04105 Phone 800.772.2260 Fax 207.781.2459 tylertech.com

February 29, 2008

Ms Joy E Flynn 608 Charleston Rd, 1-F Raleigh, NC 27606



Dear Joy:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Consultant reporting to Penny Parsons in the Implementation Department pending satisfactory completion of your background check. Your salary expressed on an annual basis will be \$45,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the Tyler Financial Employee Incentive Plan and Tyler Financial Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Joy, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Accepted and agreed:

Toy E Flynn

Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form (I-9)

Tel: 972-713-3700

Fax: 972-713-3741

www.tylerworks.com

October 2, 2007

Ms Kimberly R Gennette 1137 Bloodworth Lane Pensacola, FL 32504

Dear Kim:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist reporting to Penny Parsons in the Implementation Department pending satisfactory completion of your background check. Your salary expressed on an annual basis will be \$44,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form 1-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Kim, and look forward to working with you.

Sincerely.

Robert J. Sansone

Director of Human Resources

Accepted and agreed: ICINIDOZLA ID Servetta 11108 Kimberly R Gernette Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form (I-9)



April 21, 2000

Ronald L. Grimwood 6738 Oak Manor Drive Bradenton, Florida 34202

Dear Ronald,

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist, reporting to Penny Parsons in the Southern Region. Your salary expressed on an annual basis will be \$35,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

MUNIS also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Ronald, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director-Human Resources

Accepted and agreed:

Ronald L. Grimwood

Date

Enclosures:

Employee Incentive Plan

Implementation Incentive Plan

Benefit Plans

INS Notice and Form

Confidential Information Agreement

370 US Route One Falmouth, Maine 04105 207/781-2260 fax 207/781-3585 **EXHIBIT**

2

Tyler Technologies, Inc. The Software Group Division

6500 International Parkway, Suite 2000

Plano, TX 75093

Tel: 972-713-3770

Fax: 972-713-3777

www.tyler-tsg.com

January 22, 2007

CONFIDENTIAL

Kim Huynh 11705 Jamesburg Wichita, KS 67212

Dear Kim:

We are pleased to extend to you an offer for the position of Software Implementation Specialist and are excited about the prospect of you joining us at Tyler Technologies. We believe that your background and talents will allow you to make a significant contribution within our organization.

In this position your starting compensation will \$1730.77 by-weekly, which is equivalent to an annual amount of \$45,000. You may be eligible for a six-month performance review which might lead to increases in your compensation.

As a new employee of Tyler Technologies, you will be eligible to participate in our complete benefits package, which includes company paid medical insurance and prescription drug coverage, dental insurance, and term life insurance. You will also have the opportunity to benefit from the company's growth through participation in our 401(k) plan and Employee Stock Purchase Plan (ESPP).

Tyler Technologies has experienced steady and consistent growth over the years. Recent mergers and acquisitions have further enhanced this growth and provides challenging new opportunities for our entire staff. We welcome the opportunity to have you participate in this growth by becoming an integral part of our future.

If you have any questions about this offer, please give me a call at 972-713-3770.

Sincerely,

TYLER TECHNOLOGIES

Jim McMain HR Recruiter Plano Office

TYLER/BEALL002039

Tyler Technologies, Inc. MUNIS Division

370 US Route One

almouth, ME 04105

Tel: 207-781-2260

www.tyler-munis.com

December 15, 2005

Ms. Geraldine C. Ingram 5030-A Edwards Mill Rd Raleigh, NC 27612 5 7-29-10

Dear Geri:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist in the Implementation Department. Your salary expressed on an annual basis will be \$45,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Geri, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Accepted and agreed:

Geraldine C. Ingram

Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form Confidential Information Agreement



November 7, 2002

Ms. Beth Maynard 25 Third Street, Apt. 3 Presque Isle, ME 04769

Dear Beth:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist, reporting to Cheryl Polymeros in the Implementation Department. Your salary expressed on an annual basis will be \$40,000 per year of work, due and payable bi-weekly. Your performance and compensation will be reviewed on July 1, 2003. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets. In addition, MUNIS will pay you \$3,500 (less taxes) in relocation assistance. The check will be issued in the first pay period after you begin your employment with us.

MUNIS also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

Date

We believe you will make a fine addition to our company, Beth, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director Human Resources

Accepted and agreed

Enclosures:

Employee Incentive Plan

Implementation Incentive Plan

Benefit Plans

INS Notice and Form

Confidential Information Agreement

Maynard

EXHIBIT 2

7-16-10 of

GRAMANN REPORTING, LTD.

370 U.S. Route One Falmouth, Maine 04105 207/781-2260 fax 207/781-3585 www.munis.com

TYLER/BEALL002662



FECHNOLOGIES 370 US Route One Falmouth, Maine 04105 Phone 800.772.2260 Fax 207.781.2459 tylertech.com

May 30, 2008

Ms Laura S Milburn 717 brisbane Woods Way Cary, NC 27518

Dear Laura:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Consultant reporting to Penny Parsons in the Implementation Department. Your salary expressed on an annual basis will be \$50,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the Tyler Employee Incentive Plan and Tyler Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Laura, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Accepted and agreed: Sava Milburn

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form (I-9)



January 10, 2002

Mr. Kevin B. Mosenthin 35 High Street, Apt 10 Marlborough, MA 01752



Dear Kevin:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist in the Implementation Department. Your salary expressed on an annual basis will be \$38,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

MUNIS also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Kevin, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director-Human Resources

Accepted and agreed:

Kevin B. Mosenthin

Date

Enclosures:

Employee Incentive Plan

Implementation Incentive Plan

Benefit Plans

INS Notice and Form

Confidential Information Agreement

370 U.S. Route One Falmouth, Maine 04105 207/781-2260 fax 207/781-3585



January 11, 2002

Mr. Kevin Mosenthin 35 High Street Apt 10 Marlborough, MA 01752



Dear Kevin:

This is to amend our offer of employment to you dated January 10, 2002 as follows:

"Your salary expressed on an annual basis will be \$40,000 per year of work, due and payable bi-weekly."

All other aspects of the letter remain unchanged.

Sincerely,

Robert J. Sansone

Director-Human Resources

Tyler Technologies, Inc. MUNIS Division

370 US Route One Falmouth, ME 04105 Tel: 207-781-2260 www.tyler-munis.com

March 21, 2006

Ms Ilene A Meyers 401 Oakridge Rd Cary, NC 27511

Dear Ilene:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist in the Implementation Department. Your salary expressed on an annual basis will be \$42,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, llene, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Enclosures: Implementation Incentive Plan

Employee Incentive Plan

Accepted and agreed: Were a Meyers

Ilene A Meyers

Benefit Plans

Employment Eligibility Notice and Form (I-9)

Confidential Information Agreement

TYLER/BEALL002847

DEFENDANT'S EXHIBIT



Tyler Technologies, inc.

370 US Route One Falmouth, Maine 04105 Phone 800.772.2260 Fax 207.781.2459 tylertech.com

November 30, 2007

Mr Travis E Void 5311 Dilbagh Dr Durham, NC 27713



Dear Travis:

I am very pleased to confirm our verbal offer of employment to you for the position of Implementation Specialist reporting to Penny Parsons in the Implementation Department pending satisfactory completion of your background check. Your salary expressed on an annual basis will be \$45,000 per year of work, due and payable bi-weekly. You will also be eligible to participate in the MUNIS Employee Incentive Plan and MUNIS Implementation Incentive Plan, which are outlined in the enclosed summary sheets.

Tyler also offers an excellent portfolio of benefits, which are described in the enclosed Summary of Employee Benefits.

This employment offer and the commencement of employment are conditioned upon your producing documents required pursuant to, and the satisfactory completion of, INS form I-9 (further information enclosed). It is important to note that you must bring the required identification documents for review by the company on your first day of work. Also, please review, sign and submit the enclosed Confidential Information Agreement no later than your first day of employment.

We believe you will make a fine addition to our company, Travis, and look forward to working with you.

Sincerely,

Robert J. Sansone

Director of Human Resources

Accepted and agreed:

Travis E Void

Date

Enclosures:

Implementation Incentive Plan

Employee Incentive Plan

Benefit Plans

Employment Eligibility Notice and Form (I-9)

Tyler Technologies, Inc. EDEN Division

1100 Oakesdale Ave. SW

Renton, WA 98055

Tel: 800-328-0310

Fax: 425-254-1402

www.tyler-eden.com

September 13, 2005

Joy Michelle Bibles 14602 12th Ave SW Burien, WA 98166

Dear Joy:

On behalf of Tyler Technologies - EDEN DIVISION Division, I am pleased to offer you a position as an Implementation Consultant reporting to Mindy D'Andrea. As we discussed, your monthly compensation will be \$4,166.67 (equivalent to an annual amount of \$50,000), with future salary increases tied performance. You will also be eligible to participate in an Incentive Plan (a summary of the plan is attached). This position is considered an exempt position for purposes of federal wage-hour law. Tyler Technologies - EDEN Division will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits are described in greater detail in the contents included with this offer letter. Also included in this packet are other materials, such as the W-4 and I-9 forms. I will collect all of these forms and review other administrative details regarding your employment on you first day of employment, which is Wednesday, September 21, 2005.

We greatly look forward to having you join Tyler Technologies - EDEN Division and becoming a member of our team. We recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, with or without notice and with or without cause. As such, your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

Please indicate your acceptance of this employment offer by signing below. Retain one copy for your records and return one copy to me.

We're looking forward to having you on board!

Sincerely.

Human Resources Director

Tyler Technologies - EDEN Division

Tyler Technologies, Inc. Eden Division

1100 Oakesdale Ave. SW Renton, WA 98055 Tel: 877-585-3336 Fax: 425-254-1402 www.tyler-eden.com

November 13, 2007

Titus Britt 1619 112th Street South Parkland, WA 98444

Dear Titus:

On behalf of Tyler Technologies – EDEN Division, I am pleased to offer you a position as an Implementation Consultant, reporting to Sharon DeLaney. This position is considered an exempt position for purposes of the federal wage-hour law. As we discussed, your monthly compensation will be \$5,416.67 (equivalent to an annual amount of \$65,000). Any future base salary increases will be based on performance. You are also eligible to participate in the Consulting Incentive Compensation Plan. The plan has been modified for you so you will receive \$40 per day for the Expertise Premium portion as opposed to \$20 per day.

As a full-time employee you are also entitled to the company benefits package. These benefits are described in the enclosed materials. We also have enclosed a copy of the employee handbook, which describes the Company's policies and procedures that will govern certain aspects of your employment. Please be sure to review the handbook and sign and return the acknowledgement of receipt page on your first day, which is scheduled to be November 26, 2007. I will review your benefit elections and other administrative details regarding your employment with you on your first day of work.

We greatly look forward to having you join Tyler Technologies - EDEN Division and becoming a member of our team. Your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

Please indicate your acceptance of this employment offer by signing below and returning a copy to me. Retain one copy for your records.

Should you have any questions about the Company, please do not hesitate to contact me at (425) 873-1090.

Sincerely,

Connie Shaw HR Director

I agree to the terms of the employment set forth above.

ill

Date

11/26/0>

EXHIBIT

7-28-10

Tyler Technologies, Inc. The Software Group Division

6500 International Parkway, Suite 2000

Piano, TX 75093

Tel: 972-713-3770

Fax: 972-713-3777

www.tyler-tsg.com

February 13, 2007

CONFIDENTIAL

Jill Brown 3740 Powers Road Alanso, MI 49706

Dear Jill:

We are pleased to extend to you an offer for the position of Software Implementation Specialist and are excited about the prospect of you joining us at Tyler Technologies. We believe that your background and talents will allow you to make a significant contribution within our organization.

In this position your starting compensation will \$1,730.77 by-weekly, which is equivalent to an annual amount of \$45,000. This position is considered an exempt position for purposes of federal-wage hour law, which means that you will not be eligible for overtime pay for hours actually worked in excess of 40 in a given workweek. You may be eligible for a six-month performance review which might lead to increases in your compensation.

As a new employee of Tyler Technologies, you will be eligible to participate in our complete benefits package, which includes company paid medical insurance and prescription drug coverage, dental insurance, and term life insurance. You will also have the opportunity to benefit from the company's growth through participation in our 401(k) plan and Employee Stock Purchase Plan (ESPP).

Tyler Technologies has experienced steady and consistent growth over the years. Recent mergers and acquisitions have further enhanced this growth and provides challenging new opportunities for our entire staff. We welcome the opportunity to have you participate in this growth by becoming an integral part of our future.

If you have any questions about this offer, please give me a call at 972-713-3770.

Sincerely,

TYLER TECHNOLOGIES

Jim McMain HR Recruiter

Plano Office

Brown #1 8-31-10 KG tyler

5808 4th Street

Lubbock, Texas 79416

Phone 800.646.2633

Fax 806.797.4849

tylerworks.com

September 20, 2007

Gayla Duke (Via Email)

Dear Gayla,

On behalf of Tyler Technologies - INCODE Division, I am pleased to offer you a position as an Implementation Consultant. As we discussed, your annual compensation will be \$55,000 plus the Implementation Consultant incentive program. This position is considered an exempt position for purposes of federal wage-hour law. Tyler Technologies - INCODE Division will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits, as well as other information in the new hire packet such as the W-4 and I-9 forms, will be reviewed on your first day of employment.

We greatly look forward to having you join Tyler Technologies – INCODE Division and becoming a member of our team. Your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

We're looking forward to having you on board!

Please indicate your acceptance of the offer by signing below. Thank you and if you should have any further questions, please do not hesitate to call me.

Sincerely,
Tiffany Boen
Employment Specialist, Human Resources

Acceptance Signature:	

Date:_____



tylerworks.



Tyler Technologies, Inc.

5808 4th Street

Lubbock, Texas 79416

Phone 800.646.2633

Fax 806.797.4849

tylerworks.com

February 20, 2007

Eric Emde

Dear Mr. Emde,

On behalf of Tyler Technologies - INCODE Division, I am pleased to offer you a position as a CRM Implementation Consultant. As we discussed, your annual compensation will be \$50,000 with future salary increases tied to performance and bonus. This position is considered an exempt position for purposes of federal wage-hour law. Tyler Technologies - INCODE Division will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits, as well as other information in the new hire packet such as the W-4 and I-9 forms, will be reviewed on your first day of employment.

We greatly look forward to having you join Tyler Technologies – INCODE Division and becoming a member of our team. Your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

We're looking forward to having you on board!

Please indicate your acceptance of the offer by signing below. Thank you and if you should have any further questions, please do not hesitate to call me.

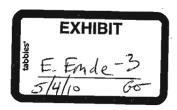
Sincerely,

Tiffany Boen

Employment Specialist, Human Resources

Acceptance Signature:

Date: 02/20/2007



tylerworks

1100 Oakesdale Ave SW Renton, WA 98055

Ph: 1 425 254 1400 Tol: 1800 328 0310 Fax: 1 425 254 1402 www.edeninc.com

February 9, 2005

David Hayner 14349 32^{hd} Ave NE Apt. 112 Seattle, WA 98125

Dear Dav:

On behalf of Tyler Technologies - EDEN Division, I am pleased to offer you a position as an Implementation Consultant reporting to Jeff Mittelman. As we discussed, this offer is contingent upon obtaining a clear criminal background check and satisfactory reference checks. As we discussed, your monthly compensation will be \$4,833.34 (equivalent to an annual amount of \$58,000), with future salary increases tied performance. You will also be eligible to participate in an Incentive Plan (a summary of the plan is attached). This position is considered an exempt position for purposes of federal wage-hour law. Eden Systems will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits are described in greater detail in the contents included with this offer letter. Also included in this packet are other materials, such as the W-4 and I-9 forms. I will collect all of these forms and review other administrative details regarding your employment on you first day of employment.

We greatly look forward to having you join Eden Systems and becoming a member of our team. We recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, with or without notice and with or without cause. As such, your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

Please indicate your acceptance of this employment offer by signing below. Retain one copy for your records and return one copy to me.

é're logking forward,to having you on board!

Sincerely.

Connie Shaw, CCP Human Resources Director Eden Systems, Inc.

M. GREEN



Phone 800.646.2633

Fax 806,797,4849

tyle:works.com

November 9, 2006

Lorraine Mutch (Via email)

Dear Lorraine,

On behalf of Tyler Technologies - INCODE Division, I am pleased to offer you a position as a Implementation Consultant. As we discussed, your annual compensation will be \$60,000 and bonus with future salary increases tied to performance. This position is considered an exempt position for purposes of federal wage-hour law. Tyler Technologies - INCODE Division will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits, as well as other information in the new hire packet such as the W-4 and I-9 forms, will be reviewed on your first day of employment.

We greatly look forward to having you join Tyler Technologies - INCODE Division and becoming a member of our team. Your employment with the Company is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

We're looking forward to having you on board!

Please indicate your acceptance of the offer by signing below. Thank you and if you should have any further questions, please do not hesitate to call me.

Sincerely,

Tiffany Boen

Employment Specialist, Human Resources

Acceptance Signature:

EXHIBIT

AGREN BLANDO REPORTING

6-10BBM

tylerworks.



1100 Oakesdale Ave SW Renton, WA 98055

Ph: 1 425 254 1400 Tol: 1 800 328 0310 Fax: 1 425 254 1402 www.edeninc.com

November 20, 2003

Thomas O'Haver P.O. Box 53092 Bellevue, WA 98015

Dear Tom:

I am pleased to confirm our offer of employment to you as Implementation Consultant. The terms of our offer are as follows:

This is a full-time, non-contract position beginning on December 1, 2003 with no known ending date. The position is an exempt salaried position. Your compensation will include a starting base salary of \$60,000. In addition, you will earn commission for billable days worked per calendar year according to the following schedule, which will be pro-rated for the first year of employment, starting approximately 90 days after your hire date:

0 - 120 days \$0/day
 121 - 150 days \$100/day
 151 + days \$300/day

Future performance reviews will be held annually at the end of each calendar year. Future salary and/or commission increases are tied to merit and performance.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits are described in greater detail in the Policies and Procedures manual. Your benefit elections and other administrative details regarding your employment will be reviewed with you by our Human Resources staff your first day of work.

The primary responsibility of your new position is to train Eden Systems customers in the use of our software and provide implementation consulting to our clients. In addition, you may be assigned other duties such as documentation, testing, and training program development. The position requires extensive travel (over 75%).



November 20, 2003 Thomas O'Haver Page 2

Eden Systems will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Please indicate your acceptance of this employment offer by signing below. Retain one copy for your records and return one copy to the Human Resources department.

We're looking forward to having you on board!

Signature

Sincerely,

Gene Jackson

Executive Vice-President

Eden Systems, Inc.

Tyler Technologies, Inc. EDEN Division

1100 Oakesdale Ave. SW

Renton, WA 98055

Tel: 800-328-0310

Fex: 425-254-1402

www.tyler-eden.com

February 23, 2006

Eyvonne T. Wilton 22831 30th Ave S #206 Des Moines, WA 98198

Dear Eyvonne:

On behalf of Tyler Technologies - EDEN DIVISION Division, I am pleased to offer you a position as an implementation Consultant reporting to Lyn Spens. As we discussed, your monthly compensation will be \$4,167 (equivalent to an annual amount of \$50,000), with future salary increases tied performance. You will also be eligible to participate in an Incentive Plan (attached for your review). This position is considered an exempt position for purposes of federal wage-hour law. Tyler Technologies - EDEN Division will continually evaluate the requirements and duties of your position and may adjust them periodically according to the needs of the company.

Your compensation package also includes a number of other benefits, including group medical and dental insurance, a Section 125 plan, 401(k) plan, and paid leave. These and other benefits are described in greater detail in the contents included with this offer letter. Also included in this packet are other materials, such as the W-4 and I-9 forms. I will collect all of these forms and review other administrative details regarding your employment on you first day of employment.

We greatly look forward to having you join Tyler Technologies - EDEN Division and becoming a member of our team. Your employment with the Company Is at-will and neither this letter nor any other verbal or written representations may be considered a contract for any specific period of time.

Please indicate your acceptance of this employment offer by signing below. Retain one copy for your records and return one copy to me.

We're looking forward to having you on board!

Sincerely,

Connie Shaw, CCP

Human Resources Director

Tyler Technologies - EDEN Division

Wilton
EXHIBIT NO. 3
5-17-10
M. GREEN